

08-05-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼



102177894

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pelstar, LLC

8-5-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 01-31-02

2. Name and address of receiving party(ies)

Name: Rocky Mountain Mezzanine Fund II, L.P.

Internal

Address: _____

Street Address: 1125 Seventeenth Street, #2260

City: Denver State: CO Zip: 80202

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☒ Limited Partnership Colorado
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,676,318;

183,825; 1,428,214; 1,321,935

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George M. Borababy, Esq.

Internal Address: _____

Street Address: Patton Boggs LLP

2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500-709

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy

Name of Person Signing

Signature

7/10/02

Date

18

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

08/05/2002 TBIAZ1 00000093 1676318

01 FC:481
02 FC:48240.00 DP
200.00 DPTRADEMARK
REEL: 002554 FRAME: 0462

**Recordation Form Cover Sheet
Trademarks Only**

. Continuation of Trademark Registration Numbers:

- 2,385,549
- 1,421,785
- 2,302,693
- 866,290
- 532,170

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 31, 2002 (this "Agreement"), is between PELSTAR, LLC, an Illinois limited liability company (herein, together with its successors and assigns, called the "Company"), and ROCKY MOUNTAIN MEZZANINE FUND II, L.P., a Colorado limited partnership (herein, together with its successors and assigns, called "Purchaser").

RECITALS

WHEREAS, Company and Purchaser are, contemporaneously herewith, entering into that certain Note and Security Agreement ("Note Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Note Agreement, the "Financing Documents"); and

WHEREAS, to secure the repayment of all amounts under the Note Agreement, the Company has granted to the Purchaser a valid security interest in and to all of its now existing and hereafter acquired general intangibles, including, without limitation, all of its now existing and hereafter arising trade secrets, patents and patent applications, trademarks and use-based trademark applications, trade names and copyrights.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

A. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Agreement.

B. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of all indebtedness and other obligations and liabilities of the Company to the Purchaser of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising under or in connection with the Note Agreement and the Related Documents, the Company hereby grants to the Purchaser a security interest in all of its rights, titles and interests in the United States and throughout the world, in and to (a) all of its currently owned or hereafter acquired trademarks, registrations of trademarks and use-based applications for trademark registration pending before the United States Patent and Trademark Office ("PTO"), together with the goodwill of the business symbolized by such trademarks, including, without limitation, those United States registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, (b) all currently owned or hereafter acquired trademarks, registration of trademarks and use based applications for trademark registration pending before the trademark offices of foreign countries, including, without limitation, those United States registrations and trademark applications listed on Schedule A, (c) trademarks licensed to the Company listed on Schedule B attached hereto and made a part hereof, but only to the extent of the Company's rights under each such license, (d) all income, royalties, damages and payments now and hereafter due and/or

payable under or based on such trademarks, and (d) all rights to sue, collect and retain damages and payments for past and future infringements and violation of the rights thereof (such trademarks, registrations of trademarks and use-based applications for trademark registrations set forth at (a) and (b) of this paragraph being herein the "Trademarks"). The marks listed in Schedule C are marks owned by the Borrower that are the subject of pending intent-to-use applications (each an "ITU Application" and collectively the "ITU Applications"). At such time, if any, that the Company begins making use in interstate commerce of any such mark, (1) the Company shall convert the applicable ITU Application to a use-based application by filing an Amendment to Allege Use or Statement of Use with the PTO and providing notice of such filing to the Purchaser, and (2) upon notice from the PTO of the acceptance of such Amendment to Allege Use or Statement of Use, such mark and corresponding use-based application shall automatically become one of the Trademarks and fully subject to the security interest of the Purchaser hereunder.

C. Representations and Warranties. The Company represents and warrants that:

1. The Company is the present owner of the entire right, title and interest in and to its Trademarks and, to the best of the Company's knowledge, the Company has good and indefeasible title thereto.

2. The Trademarks of the Company are free and clear of all security interests, liens and encumbrances, except Permitted Liens.

3. The Company has not granted any licenses, rights or privileges in or to its Trademarks to any party except the Purchaser.

4. To the best of the Company's knowledge, the Company may use its Trademarks that are the subject of registrations described in Schedule A free and clear of the infringement of the rights of others.

5. The Company has not commenced or threatened to commence against any Person, and there is not pending, any suit or other proceeding seeking to enforce or alleging a violation of any Trademark or any of the Company's rights therein.

6. No Person has commenced or, to the best of the Company's knowledge, has threatened to commence any suit or other proceeding alleging that any of the Trademarks listed in Schedule A is unenforceable or violates any right or interest of such Person.

7. The Trademarks on Schedule A constitute all of the registrations and applications for the Trademarks in the United States and foreign countries owned by the Company.

8. The Trademarks on Schedule B are all of the trademarks as to which the Borrower holds licenses.

9. The Company has not and will not make any agreement or assignment in conflict with this Agreement.

10. To the best of the Company's knowledge, the trademark registrations set forth in Schedule A have been duly and properly issued and are valid and enforceable.

D. Maintenance and Enforcement of Trademarks. The Company shall not take any action, or permit any action to be taken by others subject to the Company's control, including licensees, or fail to take any action regarding any matter of which the Company has knowledge, which would affect the validity and enforcement of any of the Trademarks, or impair the value of any of the Trademarks or the goodwill of the business associated therewith, except that the Company may discontinue or abandon the use of any of the Trademarks and any applications and registrations therefor if it determines that, in its reasonable business judgment, such discontinuance or abandonment is desirable or necessary. Subject to the other provisions of this Agreement, the Company shall assume and continue, at its own cost and expense, through counsel of its own choice and acceptable to the Purchaser, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with its Trademarks.

E. Notice of Proceedings. The Company promptly shall notify the Purchaser, in writing, of any suit, action or proceeding which relates to, is concerned with or affects any of the Trademarks or alleges infringement of another trademark by any of the Trademarks, if in either case an adverse decision could reasonably be expected to have a material adverse effect on any of the Trademarks or on the Company's rights therein, and the Company shall, on written request of the Purchaser, deliver to the Purchaser a copy of all pleadings, papers, orders and decrees heretofore and hereafter filed in any such suit, action or proceeding, and shall keep the Purchaser fully advised in writing of the progress of any such suit or proceeding.

F. New Applications and Registrations. Not less frequently than semi-annually, the Company shall provide the Purchaser with a listing of all new applications for trademarks and of newly issued registrations for which application was made previously, each of which new applications and registrations shall be subject to the terms and conditions of the Note Agreement and this Agreement, and in the case of a use-based application or registration, shall come within the term "Trademarks" as set forth herein. Each new ITU Application shall come within the term "Trademarks" when the conditions for ITU Applications set forth in Paragraph 2 above are met. In addition, the Company shall provide the Purchaser, on request, such documents and instruments, each in a form acceptable to counsel for the Purchaser, as may be necessary to grant to the Purchaser, and to perfect, a valid enforceable security interest in such new applications and registrations.

G. Documents Relating to Trademarks.

1. Upon written request by the Purchaser, the Company shall deliver to the Purchaser copies of any trademark applications and other documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of the Trademarks.

2. The Company agrees to provide the Purchaser with supplemental documentation necessary to record and perfect the security interest created by this Agreement with the relevant offices in the countries in which the Company has Trademarks as set forth in Schedule A.

H. Conduct of Business to Protect Goodwill. In order to protect and continue the goodwill of the business associated with and symbolized by the Trademarks, and to avoid deception to the public as to the nature and quality of the goods on which the Trademarks are employed by the Company, the Company shall conduct its business in accordance with the requirements of production, quality and service of the goods in the market as in the past, and shall at all times use its best efforts to maintain the quality of the goods sold or distributed on which the Trademarks are employed commensurate with at least the same or better quality and past practices of the Company.

I. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

1. if the Company fails to perform, keep or observe any term, provision, condition or covenant contained in this Agreement which the Company is required to perform, keep or observe and such failure is not cured within 15 days after written notice thereof from the Purchaser to the Company;

2. if any representation or warranty made by any Company herein is breached or is false or misleading in any material respect; or

3. the occurrence of an "Event of Default" under the Note Agreement.

J. Remedies. After the occurrence of and during the continuance of an Event of Default, the Purchaser shall have all of the rights, remedies and benefits of a secured party under applicable law, including without limitation, all of the rights, remedies and benefits of a secured party under the Uniform Commercial Code, whether or not the Uniform Commercial Code is applicable, and, in addition, the Purchaser may grant licenses, rights or other privileges in, or otherwise take whatever action with respect to, the Trademarks that the Purchaser deems necessary or appropriate under the circumstances. The Company hereby appoints and designates the Purchaser as its attorney to take, during the continuance of an Event of Default, in the name of either the Company or the Purchaser, such action as the Purchaser, in its sole discretion, deems necessary or appropriate under the circumstances to protect the Trademarks and the security interest of the Purchaser therein, but the Purchaser shall not be required to take any such action.

K. Fees and Expenses. The Company agrees to pay on demand any and all costs, charges, fees and other expenses incurred by the Purchaser in connection with this Agreement and the enforcement thereof including, without limitation, the fees and expenses of counsel employed by the Purchaser (i) with respect to the amendment or enforcement of this Agreement or with respect to the any of the Trademarks, (ii) to represent the Purchaser in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Purchaser, the Company or any other Person) in any way or respect relating to this Agreement or any of the Trademarks or (iii) to enforce any of the Purchaser's rights hereunder including, without limitation, any action to protect, collect, sell, liquidate or otherwise dispose of any of the Trademarks.

L. Governing Law; Jury Trial; Severability. This Agreement shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Company and rights of the Purchaser shall be in addition to and not in limitation of those provided by applicable law.

THE COMPANY AND THE PURCHASER HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE BANK'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS AGREEMENT, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, THE STATE OF ILLINOIS, AND THE COMPANY HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE COMPANY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE COMPANY BY THE PURCHASER IN ACCORDANCE WITH THIS SECTION.

M. Notices. All notices and other communications hereunder shall be sent in the manner and to the persons set forth in Section 8.6 of the Note Agreement and when so sent, shall be deemed given at the times provided in said Section.

N. Release of Security Interest. Upon payment in full of the Loan and other obligations of the Company arising under or in connection with the Note Agreement and the Related Documents and the termination of the Revolving Credit Commitment thereunder, the Purchaser agrees to release and take such further action as may be necessary or advisable to evidence such release and termination of its security interest set forth herein.

[END OF PAGE]


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ROCKY MOUNTAIN MEZZANINE FUND II, L.P.

By: ROCKY MOUNTAIN CAPITAL
PARTNERS LLP,
its General Partner

By: _____
Edward C. Brown
Managing Partner


PELSTAR, LLC,
an Illinois limited liability company

By: 
Name: Paul Nizze
Title: Pres / CEO

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ROCKY MOUNTAIN MEZZANINE FUND II, L.P.

By: ROCKY MOUNTAIN CAPITAL
PARTNERS LLP,
its General Partner

By: 
Edward C. Brown
Managing Partner

PELSTAR, L.L.C.,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

Schedule A

Registered Trademarks and Trademark Applications

REFERENCE #	MARK	FILED	APPL#	REGDT	REG#	OWNER	STATUS
ARGENTINA							
Sunhom-4-4337	PELOUZE	1/26/1994	1,907,152	6/30/1994	1,530,226	Sunbeam Products, Inc.	REGISTERED
09 - ALL GOODS IN THIS CLASS.							
AUSTRALIA							
Sunhom-4-4339	PELOUZE	2/9/1994	622,251	2/9/1994	A 622,251	Sunbeam Products, Inc.	REGISTERED
09 - Weighing, measuring, signaling, checking (supervision) apparatus and instruments including weigh scales. All other goods in this class.							
AUSTRIA							
Sunhom-4-4338	PELOUZE	1/25/1994	AM 300/94	4/21/1994	152,265	Sunbeam Products, Inc.	REGISTERED
09 - SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT; FIRE-EXTINGUISHING APPARATUS; PARTS OF ALL AFORESAID GOODS; MAGNETIC DATA CARRIERS, RECORDING DISCS							
BENELUX							
Sunhom-4-4341	PELOUZE	2/15/1994	822,074	2/15/1994	545,586	Sunbeam Products, Inc.	REGISTERED
09 - WEIGH SCALES. ALL GOODS IN THIS CLASS.							
BRAZIL							
Sunhom-4-4340	PELOUZE	2/11/1994	817699449	11/7/1995	817699449	Signature Brands, Inc.	REGISTERED
09 - Weigh scales. All goods in this class.							
CANADA							
Sunhom-4-4342	PELOUZE	4/11/1991	679,693	9/25/1992	403,052	Sunbeam Products, Inc.	REGISTERED
09 - WEIGH SCALES.							
Sunhom-4-4335	P & Design	4/11/1991	679,692	2/28/1992	TMA394,951	Sunbeam Products, Inc.	REGISTERED
09 - Weighing scales							
CHILE							
Sunhom-4-4344	PELOUZE	1/26/1994	265,003	12/19/1994	435,918	Sunbeam Products, Inc.	REGISTERED

09 - ALL GOODS IN THIS CLASS.

CHINA

Sunhom-4-4347	PELOUZE in Chinese Characters	2/22/1994	94 013,700	2/7/1996	812696	Sunbeam Products, Inc.	REGISTERED
---------------	-------------------------------	-----------	------------	----------	--------	------------------------	------------

09 - Weighing balance, weighing balance for letters, accurate scales, electronic balance, electronic balance for man.

Sunhom-4-4346	PELOUZE in English	2/22/1994	94 013,702	2/7/1996	812,695	Sunbeam Products, Inc.	REGISTERED
---------------	--------------------	-----------	------------	----------	---------	------------------------	------------

09 - Weighing balance, weighing balance for letters, accurate scales, electronic balance, electronic balance for man.

Sunhom-4-4345	PELOUZE in Simple Chinese	2/22/1994	94 013,701	2/7/1996	812602	Sunbeam Products, Inc.	REGISTERED
---------------	---------------------------	-----------	------------	----------	--------	------------------------	------------

09 - WEIGHING BALANCE, WEIGHING BALANCE FOR LETTERS, ACCURATE SCALES, ELECTRONIC BALANCE, ELECTRONIC BALANCE FOR MAN.

COLOMBIA

Sunhom-4-4348	PELOUZE	2/11/1994	94 005,360	5/30/1994	159,583	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	------------	-----------	---------	------------------------	------------

09 - WEIGH SCALES.

CZECH REPUBLIC

Sunhom-4-4349	PELOUZE	2/7/1994	86434	5/20/1996	190,375	Sunbeam Products, Inc.	REGISTERED
---------------	---------	----------	-------	-----------	---------	------------------------	------------

09 - WEIGHING SCALES. ALL GOODS IN THIS CLASS.

DENMARK

Sunhom-4-4351	PELOUZE	1/24/1994	616/1994	5/6/1994	VR 2896/1994	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	----------	----------	--------------	------------------------	------------

09 - ALL GOODS IN THIS CLASS.

EGYPT

Sunhom-4-4353	PELOUZE	2/12/1994	90022	2/12/1994	90022	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-------	-----------	-------	------------------------	------------

09 - Weigh scales

EUROPEAN UNION (CTM)

Sunhom-4-4352	PELOUZE	4/1/1996	172551	2/2/1999	172551	Sunbeam Products, Inc.	REGISTERED
---------------	---------	----------	--------	----------	--------	------------------------	------------

09 - Scientific, nautical, surveying, electric photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision); life-saving and teaching apparatus and instruments, apparatus for recording, transmission or reproduction of sound or images, magnetic data carriers, recording discs, automatic vending machines and mechanisms for coin operated apparatus, cash registers, calculating machines, data processing equipment and computers, fire-extinguishing apparatus.

14 - Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes, jewelry, precious stones, horological chronometric instruments

16 - Paper, cardboard and goods made from these materials, not included in other classes; printed matter, bookbinding material; photographs, stationery; adhesives for stationery or household purposes, artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printer' type; printing blocks.

329305 v 1

TRADEMARK
REEL: 002554 FRAME: 0472

FINLAND

Sunhom-4-4355	PELOUZE	1/31/1994	466/94	12/5/1994	135323	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	--------	-----------	--------	---------------------------	------------

09 - WEIGH SCALES. ALL GOODS IN CLASS 9.

FRANCE

Sunhom-4-4356	PELOUZE	1/24/1994	94/502893	1/24/1994	94/502893	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-----------	-----------	-----------	---------------------------	------------

09 - ALL GOODS IN THIS CLASS.

GERMANY

Sunhom-4-4350	PELOUZE	1/26/1994	H 71 395/9 Wz	11/25/1994	2 085 988	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------------	------------	-----------	---------------------------	------------

09 - ALL GOODS IN THIS CLASS.

GREECE

Sunhom-4-4358	PELOUZE	2/1/1994	117689	5/17/1996	117689	Sunbeam Products, Inc.	REGISTERED
---------------	---------	----------	--------	-----------	--------	---------------------------	------------

09 - WEIGH SCALES. ALL GOODS IN THIS CLASS.

HONG KONG

Sunhom-4-4359	PELOUZE	2/14/1994	01612/1994	11/28/1995	09863/1995	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	------------	------------	------------	---------------------------	------------

09 - WEIGHING SCALES, THERMOMETERS AND TIMERS.

HUNGARY

Sunhom-4-4360	PELOUZE	1/26/1994	M94 00522	2/27/1997	142 657	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-----------	-----------	---------	---------------------------	------------

09 - SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; MAGNETIC DATA CARRIERS, RECORDING DISCS; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS; FIRE-EXTINGUISHING APPARATUS, WEIGH SCALES.

IRELAND

Sunhom-4-4361	PELOUZE	2/18/1994	94/1013	12/18/1995	A 161655	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------	------------	----------	---------------------------	------------

09 - WEIGHING SCALES.

ISRAEL

Sunhom-4-4362	PELOUZE	1/25/1994	90933	12/3/1995	90933	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-------	-----------	-------	---------------------------	------------

09 - VOLUME MEASURING DEVICES; WEIGHING SCALES.

ITALY

Sunhom-4-4363	PELOUZE	1/27/1994	TO94C000145	7/2/1996	682357	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-------------	----------	--------	---------------------------	------------

09 - SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; MAGNETIC DATA CARRIERS, RECORDING DISCS; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS; FIRE-EXTINGUISHING APPARATUS, NAMELY WEIGH SCALES.

JAPAN

Sunhom-4-4364	PELOUZE	2/23/1994	6(1994)-16667	11/29/1996	3228067	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------------	------------	---------	---------------------------	------------

09 - SCALES.

MEXICO

Sunhom-4-4366	PELOUZE	2/15/1994	190975	4/5/1994	456.137	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	--------	----------	---------	---------------------------	------------

09 - WEIGH SCALES. ALL GOODS IN THIS CLASS.

NEW ZEALAND

Sunhom-4-4368	PELOUZE	2/11/1994	234189	1/24/1997	234189	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	--------	-----------	--------	---------------------------	------------

09 - POSTAGE STAMP METERS, SCALES; APPARATUS TO CHECK STAMPING MAIL, THERMOMETERS (NOT FOR MEDICAL PURPOSES), THERMOSTATS; TIME RECORDING APPARTUS; AUTOMATIC TIME SWITCHES; WEIGHING APPARATUS AND INSTRUMENTS; WEIGHING MACHINES; WEIGHTS.

NORWAY

Sunhom-4-4367	PELOUZE	1/26/1994	94. 0538	1/5/1995	166.405	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	----------	----------	---------	---------------------------	------------

09 - ALL GOODS IN THIS CLASS.

PANAMA

Sunhom-4-4369	PELOUZE	4/22/1994	70651			Sunbeam Products, Inc.	PENDING
---------------	---------	-----------	-------	--	--	---------------------------	---------

09 - WEIGH SCALES. ALL OTHER GOODS IN THIS CLASS.

POLAND

Sunhom-4-4370	PELOUZE	2/10/1994	Z-129670	11/20/1997	96326	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	----------	------------	-------	---------------------------	------------

09 - SCIENTIFIC APPARATUS AND INSTRUMENTS, APPARATUS FOR RECORDING, TRANSMISSION AND REPRODUCTION OF SOUND AND IMAGES; CALCULATING MACHINES, CABLES FOR ELECTRICAL PURPOSES, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; WEIGH SCALES; COIN OPERATED APPARATUS, PROTECTIVE CLOTHING, CLOTHING FOR PROTECTION AGAINST FIRE, APPARATUS FOR DIVING, FURNITURE ESPECIALLY MADE FOR LABORATORIES AND STANDS FOR LABORATORIES.

SAUDI ARABIA

Sunhom-4-4373	PELOUZE	1/25/1994	23760	11/13/1994	326/2	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-------	------------	-------	---------------------------	------------

09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines and data processing equipment; computers, fire-extinguishing apparatus.

SINGAPORE

Sunhom-4-4375	PELOUZE	2/15/1994	1236/94	2/15/1994	A1236/94	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------	-----------	----------	------------------------	------------

09 - Weighing scales, weighing apparatus and instruments, measuring devices, measures, measuring apparatus and instruments; all included in class 9.

SLOVAK REPUBLIC

Sunhom-4-4376	PELOUZE	2/11/1994	361-94	10/21/1997	178 150	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	--------	------------	---------	------------------------	------------

09 - Weigh scales. All goods in this class.

SOUTH AFRICA

Sunhom-4-4380	PELOUZE	2/14/1994	94/1492	2/14/1994	94/1492	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------	-----------	---------	------------------------	------------

09 - Scientific, nautical, surveying, electrical, electronic, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus, instruments and systems; computerware (hardware and software); data processors; weigh scales; parts, fittings, components and accessories for all the foregoing.

SOUTH KOREA

Sunhom-4-4365	PELOUZE	1/27/1994	94 - 3270	5/15/1995	313,363	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-----------	-----------	---------	------------------------	------------

34 - WEIGH SCALES; RULE; TAPE MEASURE; CUBIC-UNIT MEASURE - LARGE; CUBIC-UNIT MEASURE - SMALL; LENGTH GAUGE; BALANCE AND SCALE.

SOVIET UNION

Sunhom-4-4372	PELOUZE	1/26/1994	94001826	1/26/1994	127721	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	----------	-----------	--------	------------------------	------------

09 - All goods in Class 9.

SPAIN

Sunhom-4-4354	PELOUZE	2/1/1994	1801303	10/20/1994	1801303	Sunbeam Products, Inc.	REGISTERED
---------------	---------	----------	---------	------------	---------	------------------------	------------

09 - WEIGH SCALES. ALL GOODS IN THIS CLASS.

SWEDEN

Sunhom-4-4374	PELOUZE	1/24/1994	94 - 0726	11/11/1994	261.750	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	-----------	------------	---------	------------------------	------------

09 - WEIGH SCALES. ALL GOODS IN THIS CLASS.

SWITZERLAND

Sunhom-4-4343	PELOUZE	1/31/1994	646/1994.6	2/5/1996	420,392	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	------------	----------	---------	------------------------	------------

09 - ALL GOODS IN THIS CLASS.

TAIWAN

Sunhom-4-4381	PELOUZE & P Logo			4/1/1987	361,315	Sunbeam Products, Inc.	REGISTERED
---------------	------------------	--	--	----------	---------	------------------------	------------

09 - APPARATUS, EQUIPMENT AND ACCESSORIES FOR WEIGHTS AND MEASURES AND OTHER ARTICLES FOR MEASURING AND SURVEYING.

Sunhom-4-4382	PELOUSE & P Logo			9/15/1982	190,160	Sunbeam	REGISTERED
---------------	------------------	--	--	-----------	---------	---------	------------

09 - AUTOMATIC SCALES, AUTOMATIC PLATFORM SCALES, PLATFORM SCALES, MAIL SCALES, SCALES,
UNDERGROUND SCALES AND
WEIGHT SCALES.

THAILAND

Sunhom-4-4377	PELOUZE	3/8/1994	261469	2/24/1995	Kor25648	Sunbeam Products, Inc.	REGISTERED
---------------	---------	----------	--------	-----------	----------	---------------------------	------------

09 - Weigh scales.

UNITED KINGDOM

Sunhom-4-4357	PELOUZE	2/10/1994	1562005	3/10/1995	A 1562005	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------	-----------	-----------	---------------------------	------------

09 - WEIGHING APPARATUS AND INSTRUMENTS; WEIGHING SCALES; ALL OTHER GOODS IN THIS CLASS.

UNITED STATES

Sunhah-4-5430	FREIGHTMASTER	1/25/1990	74/023,570	2/18/1992	1,676,318	Sunbeam Products, Inc.	REGISTERED
---------------	---------------	-----------	------------	-----------	-----------	---------------------------	------------

9 - 9-WEIGHING SCALES.

Sunhah-4-5503	HANSON	2/10/1923	175,864	5/6/1924	183,825	Sunbeam Products, Inc.	REGISTERED
---------------	--------	-----------	---------	----------	---------	---------------------------	------------

09 - WEIGHING SCALES

Sunhom-4-4334	LOGO DESIGN	5/28/1986	73/601,177	2/10/1987	1,428,214	Sunbeam Products, Inc.	REGISTERED
---------------	-------------	-----------	------------	-----------	-----------	---------------------------	------------

09 - WEIGH SCALES.

Sunhom-4-4383	PELSTAR 5	4/4/1984	73/473,728	2/26/1985	1,321,935	Sunbeam Products, Inc.	REGISTERED
---------------	-----------	----------	------------	-----------	-----------	---------------------------	------------

09 - Weighing scales.

Sunhom-4-7537	PELOUZE	10/13/1999	75/821,271	9/12/2000	2,385,549	Sunbeam Products, Inc.	REGISTERED
---------------	---------	------------	------------	-----------	-----------	---------------------------	------------

09 - THERMOMETERS NOT FOR MEDICAL USE

Sunhom-4-4336	PELOUZE	5/27/1986	73/600,853	12/23/1986	1,421,785	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	------------	------------	-----------	---------------------------	------------

09 - WEIGH SCALES.

Sunhah-4-4387	PRO RATE	12/16/1997	75/406,251	12/21/1999	2,302,693	Sunbeam Products, Inc.	REGISTERED
---------------	----------	------------	------------	------------	-----------	---------------------------	------------

09 - SHIPPING AND POSTAL SCALES

Sunhom-4-4391	ZEPHYR	4/22/1968	296,191	5/23/1989	866,290	Sunbeam Products, Inc.	REGISTERED
---------------	--------	-----------	---------	-----------	---------	---------------------------	------------

09 - WEIGHING SCALES.

Sunhom-4-7298	VIKING	11/23/1948	71/569,272	3/28/1950	523,170	Sunbeam Products, Inc.	REGISTERED
---------------	--------	------------	------------	-----------	---------	---------------------------	------------

9 - Weighing scales (for hunting).

URUGUAY

Sunhom-4-4378	PELOUZE	1/28/1994	267,945	5/17/1996	267,945	Sunbeam Products, Inc.	REGISTERED
---------------	---------	-----------	---------	-----------	---------	---------------------------	------------

09 - Weigh scales. All goods in this class.

VENEZUELA

Sunhom-4-4379

PELOUZE

3/7/1994

2900-94

1/5/1996

397

Sunbeam
Products, Inc.

REGISTERED

09 - ELECTRICAL INSTUMENTS AND APPARATUS, NAMELY, ELECTRICAL WEIGH SCALES

*(Filings with USPTO to evidence transfer from Sunbeam to Pelstar are pending)

Schedule B

Licensed Trademarks

The Borrower licenses certain trademarks pursuant to the agreements listed below:

Professional Trademark License Agreement by and between the Company and Sunbeam Products, Inc. dated as of the date hereof providing for the license of the "HEALTH O METER" trademark in connection with the Company's professional medical and veterinary scale business.

License Agreement by and between the Company and Sunbeam Products, Inc. dated as of the date hereof providing for the license of the "HEALTH O METER" trademark in connection with the Company's enhanced media filtration air filters.

License Agreement by and between the Company and Sunbeam Products, Inc. dated as of the date hereof providing for the license of the "SUNBEAM" trademark in connection with the Company's professional postal scale business.

Transition Services Agreement by and between the Company and Sunbeam Products, Inc. dated as of the date hereof, providing for certain transitional services to be provided by Sunbeam.

Sublicense Agreement by and between the Company and Sunbeam Products, Inc. . dated as of the date hereof regarding the "Lemelson License."

Schedule C

Intent to Use Applications

NONE

329305 v 1